The history of this legislation is interesting. Similar acts are in force in many jurisdictions, but their validity has in several instances been subjected to vigorous attack. In fact an earlier New York statute which, except for being held to apply to merchants only, was identical to the present act, was declared unconstitutional on the two distinct grounds that it limited the liberty to contract and denied to merchants the equal protection of the laws. *Wright* v. *Hart*, 182 N. Y. 330, 75 N. E. 404. Other states, however, held such statutes unconstitutional solely on the ground that a special small class was benefited. *McKinster* v. *Sager*, 163 Ind. 671, 72 N. E. 854; *Off & Co.* v. *Morehead*, 235 Ill. 40, 85 N. E. 264. When such statutes therefore were amended to a form similar to that of the present New York statute, limiting the effect of the act to no special class, they were upheld in the very jurisdictions which formerly condemned them. *Hirth, Krause Co.* v. *Cohen*, 177 Ind. 1, 97 N. E. 1; *Johnson* v. *Beloosky*, 263 Ill. 363, 105 N. E. 287. And, except in Utah, such an act is uniformly held unobjectionable. *Lemieux* v. *Young*, 211 U. S. 489; *Kidd, Dater & Price Co.* v. *Musselman Grocery Co.*, 217 U. S. 461; *Squire Co.* v. *Tellier*, 185 Mass. 18, 69 N. E. 312; *McDaniels* v. *J. J. Conelly Shoe Co.*, 30 Wash. 549, 71 Pac. 37; *Kett* v. *Masker*, 86 N. J. L. 97, 90 Atl. 243. But see *Block* v. *Schwartz*, 27 Utah 387, 76 Pac. 22. The objection that this is class legislation seems accordingly to be effectively silenced, but the New York court had also decided that it unduly limited the right to contract. In order to uphold the validity of the present act, therefore, the court was forced to reverse itself, which it very frankly did.

CORPORATIONS — RIGHT OF TRUSTEE IN BANKRUPTCY AGAINST TRANSFEREE OF STOCK ISSUED FOR OVERVALUED PROPERTY — "ACTUAL FRAUD" — CONTRACT BY CORPORATION TO BUY BACK THE STOCK. — A., B. and C. were the incorporators of a company with a capital stock of $60,000, promoted by A., B., C. and D. Stock to the par value of $21,900 was issued as fully paid up to A. and B. in return for a secret process received from them. Neither A., B., C. nor D. believed the process to be worth $21,900 at the time; but all of them believed the corporation could pay dividends on the total capital stock. D. contracted to buy of A. and B. 300 shares, or half the capital stock, for $15,000, reserving an option to return the shares and receive the money back at any time. After paying in $13,600, he exercised the option and the corporation executed a mortgage to him to secure the indebtedness. The trustee in bankruptcy petitioned to have the mortgaged property applied to the payment of the general creditors who had become such after D. filed his mortgage. *Held*, that the property could not be applied to their benefit. *Durant* v. *Brown*, 236 Fed. 609.

For a discussion of the case, see NOTES, p. 503.

DIVORCE — ALIMONY — REFUSAL TO PAY ALIMONY PUNISHED AS CONTEMPT. — In divorce proceedings, the court ordered the husband to pay alimony *pendente lite*. On his failure to pay he was ordered to show cause why he should not be committed for contempt. He answered that he had no property and was unable to procure employment. After jury trial with verdict finding the defendant guilty of contempt, an order of commitment was made from which the defendant appeals. *Held*, that the commitment was proper. *Fowler* v. *Fowler*, 161 Pac. 227 (Okla.).

The Oklahoma constitution expressly forbids imprisonment for debt. OKLA. CONST., Art. 2, § 13. The obligation to pay alimony is an expression of a social duty, and that it is not a debt is shown by the fact that the amount may be varied in the discretion of the court granting it. *Cox* v. *Cox*, 3 Add. Ecc. 276. See *Amos* v. *Amos*, 4 N. J. Eq. 171; *Moe* v. *Moe*, 39 Wis. 308. As a result the great weight of authority is to the effect that commitment for failure to pay alimony is not imprisonment for debt. *Andrew* v. *Andrew*, 62 Vt. 495, 20 Atl.